

Drone Services — Master Services Agreement (MSA)

Template only. This is not legal advice. Have a licensed attorney in your state review and customize before signing.

This Master Services Agreement (the "Agreement") is entered into as of _____ (the "Effective Date") by and between _____ ("Operator"), a Remote Pilot in Command operating under 14 CFR Part 107, and _____ ("Client"). Operator and Client agree as follows:

1. Services

Operator will provide unmanned aircraft system (UAS) services as described in one or more Statements of Work ("SOW") referencing this Agreement. Each SOW is incorporated by reference. All flights will be conducted in compliance with 14 CFR Part 107 and any applicable waivers.

2. Compensation & Payment Terms

Client will pay Operator the fees set forth in the applicable SOW. Unless otherwise stated, a non-refundable deposit of fifty percent (50%) is due upon booking for engagements over \$500, with the balance due net thirty (30) days from invoice. Past-due amounts accrue interest at 1.5% per month or the maximum allowed by law, whichever is lower.

3. Weather, Airspace & No-Fly Cancellation

Operator retains sole authority as Pilot in Command to delay, abort, or refuse any flight for safety, weather, airspace, or regulatory reasons. If Operator cancels for such reasons, the flight will be rescheduled at no additional charge, except for documented travel costs already incurred. If Client cancels with less than 24 hours' notice, the deposit is forfeit.

4. Re-shoots

If a deliverable is materially defective due to Operator error, Operator will re-shoot at no additional charge within thirty (30) days. Re-shoots requested for creative preference, scope changes, or conditions outside Operator's control are billed at the rates in the applicable SOW.

5. Deliverables & License

Upon final payment, Operator grants Client a non-exclusive, perpetual, worldwide license to use the delivered imagery, video, and data files for the purpose described in the SOW. Operator retains copyright and the right to use deliverables for portfolio, marketing, and case-study purposes unless explicitly restricted in the SOW. Resale or sublicensing of the deliverables by Client requires Operator's prior written consent.

6. Data Retention

Operator will retain raw flight logs and unprocessed imagery for ninety (90) days after delivery, then may delete. Client is responsible for archiving final deliverables.

7. Insurance

Operator maintains commercial general liability insurance with limits of not less than \$1,000,000 per occurrence. A Certificate of Insurance will be provided on request.

8. Indemnification

Each party will indemnify the other against third-party claims arising from its own gross negligence or willful misconduct. Operator's total cumulative liability under this Agreement is capped at the fees paid by Client in the preceding twelve (12) months.

9. Confidentiality

Each party will protect the other's confidential information with the same degree of care it uses for its own, and will not disclose it except to personnel with a need to know.

10. Independent Contractor

Operator is an independent contractor, not an employee, agent, partner, or joint venturer of Client. Operator is solely responsible for all taxes, insurance, and benefits.

11. Governing Law & Disputes

This Agreement is governed by the laws of the State of _____, without regard to its conflict-of-laws principles. The parties will first attempt to resolve any dispute through good-faith negotiation, then non-binding mediation, before initiating litigation.

12. Entire Agreement

This Agreement, together with each executed SOW, constitutes the entire agreement between the parties on its subject matter and supersedes all prior discussions. Amendments must be in writing and signed by both parties.

OPERATOR

Signature: _____

Name: _____

Title: _____

Date: _____

CLIENT

Signature: _____

Name: _____

Title: _____

Date: _____

Statement of Work (SOW) — Project:

This SOW is governed by the Master Services Agreement dated _____ between Operator and Client.

Project name	
Site address	
Shoot date / window	
Backup / weather date	
Scope of work	
Deliverables	
Delivery format	
Delivery deadline	
Fee (flat or hourly)	
Deposit due	
Balance due	
Travel / mileage	
License of use	
Special terms	

OPERATOR

Signature: _____

Name: _____

CLIENT

Signature: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____